



Maintenance, at the same time she worked for respondent. She did similar cleaning work for both employers. Claimant worked for Maxus from May 12, 1997, to August 15, 1997, and continued to work for Wilson until September 12, 1997. Respondent argues that claimant's date of accident should be the last date worked and medical benefits, therefore, should be paid by Wilson and its insurance carrier. Respondent relies on the Court of Appeals decision in Berry v. Boeing Military Airplanes, 20 Kan. App. 2d 220, 885 P.2d 1261 (1994).

The Appeals Board, as indicated, agrees with the decision to require medical treatment be provided by respondent Maxus and its insurance carrier. First, the evidence indicates claimant's injuries were caused by duties climbing stairs and vacuuming stairs. Claimant did not vacuum stairs for Wilson and only occasionally climbed stairs when working for Wilson. In addition, claimant sought medical treatment and restrictions were imposed before claimant left her employment for respondent. The restriction against climbing stairs was the reason she left her employment for Maxus. The Board, therefore, considers it appropriate to treat the date of accident as the last day claimant worked for respondent Maxus Properties.

**WHEREFORE**, the Appeals Board finds the Order by Administrative Law Judge Nelsonna Potts Barnes dated November 20, 1997, should be, and the same is hereby, affirmed.

**IT IS SO ORDERED.**

Dated this \_\_\_\_ day of March 1998.

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BOARD MEMBER

c: Joseph Seiwert, Wichita, KS  
Gary A. Winfrey, Wichita, KS  
Nelsonna Potts Barnes, Administrative Law Judge  
Philip S. Harness, Director